

A G E N D A

City Council Meeting

Monday, June 4, 2018 – 6:00 p.m.

➤ **OPENING**

- Call to Order
- Invocation by Pastor James Witherspoon, Alpha & Omega Worship Center
- Pledge of Allegiance
- Roll Call

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

➤ **RECEIVE FORMAL PUBLIC COMMENT**

➤ **CONDUCT PUBLIC HEARINGS**

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes dated 5/21/18.

➤ **Staff Reports**

- Receive monthly report from the Director of Human Resources
- Receive monthly report from the Director of Information Technology
- Receive monthly report from the Director of Parks & Recreation
- City Manager's Updates & Announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Zoning Map Amendment (266 Alfred Street):** An ordinance to amend the zoning ordinance and map of Garden City, Georgia, to rezone from a zoning classification of "C-2A" to a zoning classification of "I-1" a parcel of land currently owned by 266 Alfred, LLC, at 266 Alfred Street, Garden City, Georgia, being a portion of the "Williamson Tract".
- **Ordinance, Zoning Map Amendment (Four Lots Intersection of Telfair Place & Telfair Road):** An ordinance to amend the zoning ordinance and map of Garden City, Georgia, to rezone four (4) contiguous lots or parcels of land owned by Elizabeth Humphries, Erskine Kessler, Nancy Kessler, and William Moore, collectively located at the intersection of Telfair Place and Telfair Road from zoning classifications of "R-2", "R-A", "P-I-2", and "R-2" respectively, to a zoning classification of "I-2".
- **Ordinance, Flood Damage Prevention:** An ordinance to restate Chapter 8 of the Code of Ordinances of Garden City, Georgia, relating to flood damage prevention.

- **Resolution, Encroachment Agreement With CSX Transportation:** A resolution by the Mayor and Council of Garden City, Georgia, to authorize the City Manager to enter into a facility encroachment agreement with CSX Transportation, Inc., for the installation and maintenance of a 4-inch diameter subgrade pipeline crossing along Nelson Avenue and crossing Bishop Avenue and the CSX right-of-way crossing, the purpose of which being to convey raw treated sewerage at or near Garden City, Georgia.
- **Resolution, 2018 Ad Valorem Tax Rate:** A resolution of the Mayor and Council of Garden City, Georgia, to set the ad valorem tax rate of Garden City for fiscal year 2018; and for other purposes.
- **Resolution, Employee Personnel Policy and Procedure Revisions:** A resolution to amend the City's Personnel Policy and Procedures Employment Manual to set forth therein procedures detailing employee obligations and use of leave time during time periods when circumstances impact the City's ability to open for business, as well as procedures for paying essential and non-essential employees during declared emergency incidents.

➤ **ADJOURN**

MINUTES

City Council Meeting Monday, May 21, 2018 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Opening: Pastor Bruce Campbell gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. Council Members: Councilmember Campbell, Councilmember Cody, Councilmember Daniel, and Councilmember Tice. **Absent:** Mayor Pro-tem Kicklighter and Councilmember Ruiz.

Staff: Ron Feldner, City Manager; Jennifer Scholl, Executive Assistant (Stand-in for Clerk of Council) James P. Gerard, City Attorney; Gilbert Ballard, Chief of Police; Ben Brengman, IT Director; Benny Gooze, Public Works and Water Operations Director; Cliff Ducey, Recreation Director; Ron Alexander, Planning Director; Kurt Lewis, Assistant Fire Chief (Stand-in for Fire Chief) and Officer Scott Robider, Code Enforcement Supervisor. **Absent:** Rhonda Ferrell-Bowles, Clerk of Council, Pam Franklin, HR Director, Jackie Jackson, Special Projects Coordinator and Corbin Medeiros, Fire Chief.

Public Hearings:

PC1814, Rezoning Request: Mayor Bethune then opened the hearing receive public comments on a request by Jay Mauping representing Sam Spencer, property owner to rezone 266 Alfred Street from C-2A to I-2 for truck tire repair use.

Planning Director stated that SOS Tire & Auto, a current business located at 115 Kicklighter Way, initially requested to rezone from C-2A to I-2 but I-2 was not approved. He said the rezoning was approved under I-1 instead of I-2. The City Manager asked if the property will have a driveway allowing passage to Alfred Street, and the Planning and Zoning Director replied that it would.

Sam Spencer, 106 East 56th Street, stated that he is the owner of SOS Tire & Auto and the business is currently located at 115 Kicklighter way. He stated that he has worked with the company for 44 years and that the company currently employs 45 employees. Mr. Spencer stated that Garden City is growing and so is the industry of his business. Mr. Spencer commented that his company provides maintenance and other services for trucks that are going in and out of the Georgia Port Authority on a daily basis. He said that the plans for new construction will include a 2,000 square foot building consisting of 16 drive-through work bays with 15 foot eaves as well as a brick facing on the Alfred Street side of the building. Mr. Spencer estimates that the additional construction will bring opportunity for 10 to 15 additional employees.

The Mayor and Councilmember Tice voiced their concern of containers and/ or vehicles being stored on the property. Mr. Spencer reassured them that the business does not consist of storing such items, and with the new construction they will have a more consistent flow for vehicles being provided services.

There being no further questions or comments, Mayor Bethune closed the public hearing for PC1814.

PC1815, Rezoning Request: Mayor Bethune then opened the hearing receive public comments on a request by Continental Heavy Civil Corp., to rezone 433 Telfair Road from R-2 to I-2; 0 Telfair Road (PIN 6-0737-01-004A) from R-A to I-2; 0 Telfair Place (PIN 6-0737-01-014) from P-I-2 to I-2 and 0 Telfair Place (PIN 6-0737-01-006) from R-2 to I-2 from office use, storage of materials, and metal fabrication.

Planning Director stated that Continental Heavy Civil Corporation does a lot of contract work for Georgia Port Authority, and the company's current location is on Telfair Road. He said the company wants to expand for storage purposes. The Planning Director also stated that the lots being requested for rezoning are the remaining residential lots in this particular area.

Ryan Purvis, 525 Telfair Road, stated that the company has been in the area for almost 9 months and that they have recently been awarded more contract work with the Georgia Port Authority. He said their plans are to expand the current worksite to support several current and future projects. City Manager asked if he was aware of the storm water issues surrounding the property. Mr. Purvis he was well aware of the storm water issues and they were currently in the process of taking steps to mitigate the issue.

There being no further questions or comments, Mayor Bethune closed the public hearing for PC1815.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience.

There being no further questions or comment, Mayor Bethune closed the informal public comment portion of the meeting.

City Council Minutes: Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to approve the city council minutes dated 05/07/18 and the workshop synopsis dated 05/14/18.

Staff Reports:

Planning Director presented the Planning Department's report for the month of April.

Public Works Director presented the Public Works/ Water Operations Department's Report for the month of April

Chief of Police presented the Police Department's report for the month of April.

Assistant Fire Chief presented the Fire Department's report for the month of April.

City Manager's Updates & Announcements: City Manager stated that the work at the Waste Water Plant was coming along. He said that a representative from the fabrication company will be onsite soon to conduct testing and to get the equipment operational.

Items for Consideration:

There were no items for consideration.

Adjournment: Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council adjourned the meeting at 6:35p.m.

Transcribed and submitted by: Jennifer Scholl, Executive Assistant (Stand-in for Clerk of Council)

Accepted and approved by: City Council 6/4/18

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** June 4, 2018

SUBJECT: Human Resources Department Report for Month of May 2018

Report in Brief

Attached is the Human Resources Department's Month End Report.

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Attachment(s)

Human Resources Department / Month End Report

Recruitment/Positions filled

The City is recruiting for a Police Officer and/or Police Officer Recruit.

New Hires

No new hires.

Employment Terminations

No separations from employment.

City Employment

The City ended the month of May with a total of 103 full-time employees.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.

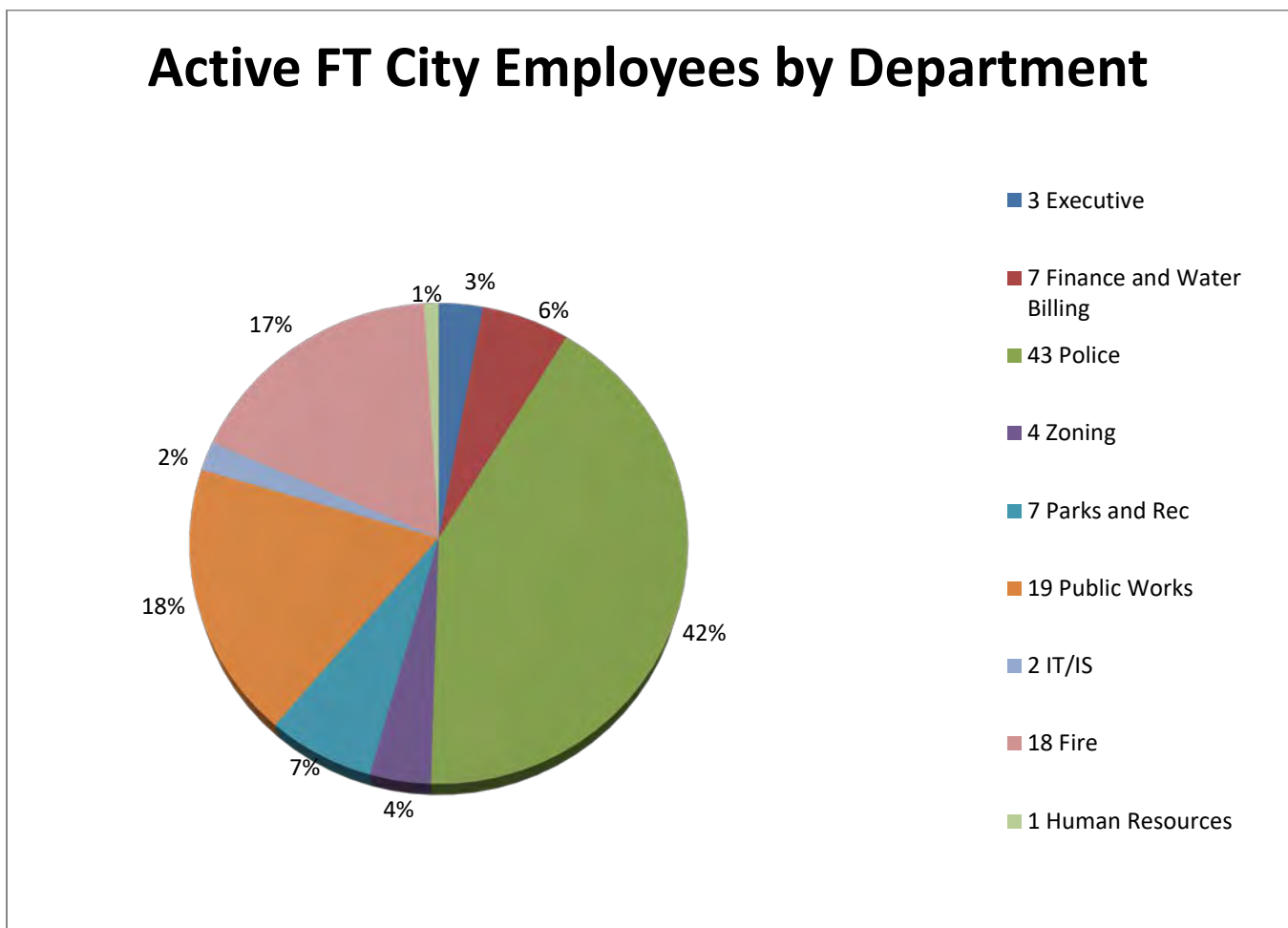


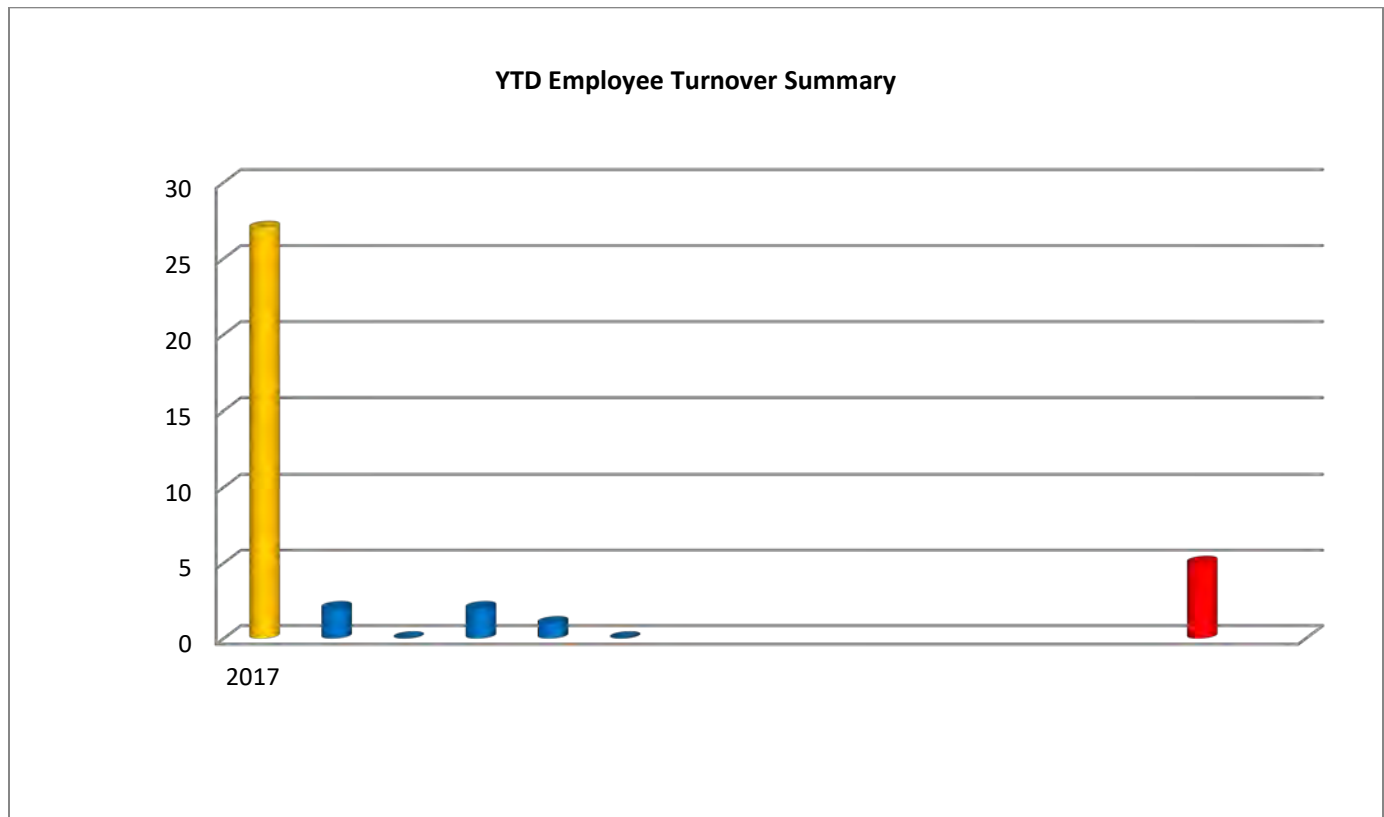
FIGURE 1 NOTE: 2018 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS 119

EMPLOYEE TURNOVER DATA

The City's turnover rate per month

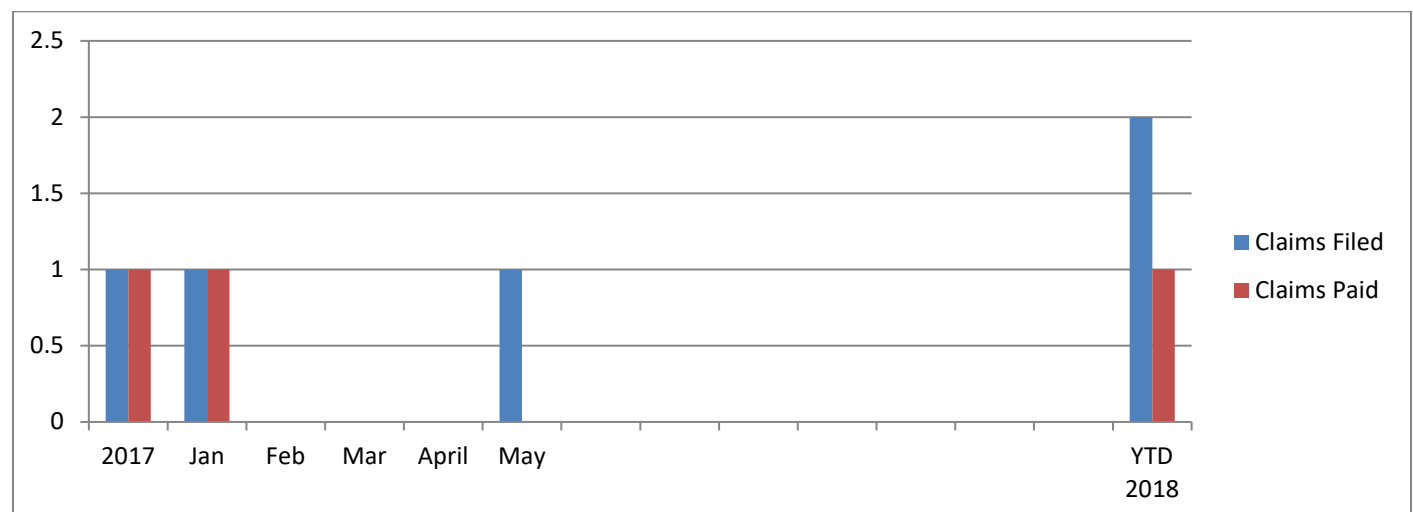
- January 2%
- February 0
- March 2%
- April 1%
- May 0

The graph below illustrates turnover in full time positions for 2018 compared to turnover occurring in the previous year.



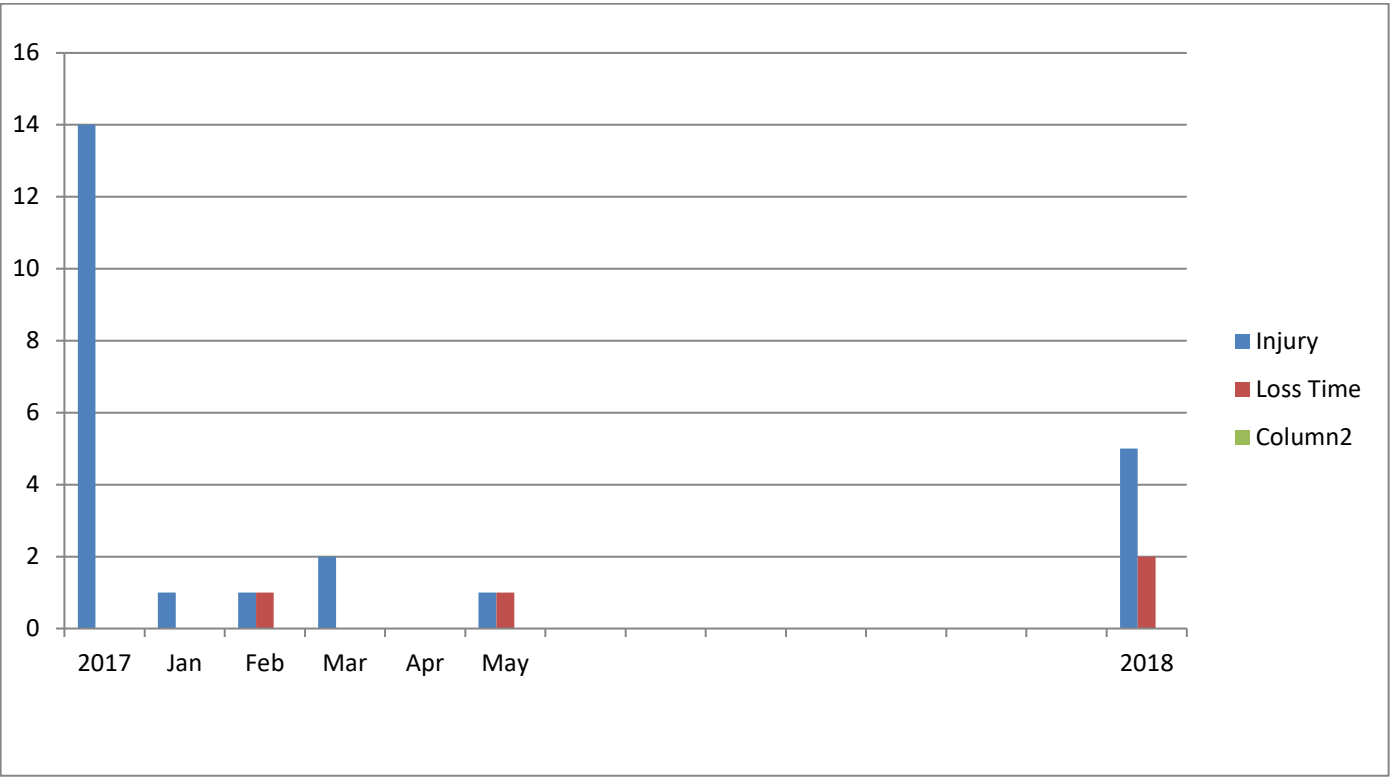
Unemployment Claims:

The City has received one Unemployment claim filed and payable YTD.



Workers Compensation

The City had one employee injury with loss time during May.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 6/4/2018
SUBJECT: *Technology Department Report for the Month of May 2018*

Report in Brief

The Technology Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Technology Report

- Currently working on moving from MDS to Tyler for the Police and Court.
- Updated laptops for the Police Department.
- Deployed new security measures for incoming connections.
- You can now view the Garden City City Council meeting on YouTube.
- Attended the GMIS Conference.

Website

- Currently we have 868 followers on Facebook and 471 followers on twitter.
- We had 2141 visits to the website from during the month of May for a daily average of 69.

Building Maintenance

- Replaced the air handler in the Council Chambers and front lobby.
- Did routine maintenance on the HVAC.
- Did routine maintenance on the fountain.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Parks & Recreation

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 30th, 2018

SUBJECT: *Parks & Recreation 2018 May Report*

Report in Brief

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Garden City Parks and Recreation Department May report. Our staff continues to relish opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

The operations detail contained in this report is for the Month of May 2018 and all related information is current as of May 30, 2018.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Parks & Recreation Department
Status Report
Summary - May 2018

Adult/Youth/Sports Programs & Community Relations Activities/Events

Adult Programs

Senior Center

During the Month of May and average of 40 Senior Citizens attended/participated in adult programs at the Senior Center. ***Activities included: Devotion time, bingo, trivia, puzzles, dominoes, bridge, cards, pool and line dancing and muscle strengthening exercise.***

➤ ***Monthly Programs Offered***

- New programs are offered each month, so stop by the Garden City Senior Center to see *what's new.*

We are averaging approximately 35 a day for lunch.

Ongoing: Movie Day, Book Club, lunch out with shopping at (twice a month) Hilton Head, Game night, eat out night, bingo, pool, weights, wisdom club, cards in the afternoon, and line dancing!

Oldie's night was a success. A special thank you to Jimmy Crosby who supplied our Oldie music. A special night will be added each month. June will be "Italian Night" with Italian food, games, and dress up.

Out to eat night was a big success with a supper at Joe's Crab House on River Street.

June's supper out will be the Flying Fish!

All activities continue with line dancing, bingo, games, and Chatham County Extension Office program on the second Tuesday of each month. Each program is designed for good health practices for seniors.

The pool table was recovered in May and is kept really busy each day! Cards are played each afternoon.

Don't forget that there will be sign up's for Seniors on June 7th for I'm ok, you ok?

Come join the fun!!

Youth Programs

Cooper Center

During the month of May, 30 per day Youths attended/participated in youth programs/Breakfast-Lunch Program. ***Activities included: Ping-Pong, indoor board games and playground.***

➤ ***Monthly Programs Offered***

- Summer Program/ Kids Café
- Camp style activities
- Outdoor fenced in playground and basketball court.

Sports Programs/Activities

During the month of May, 101 Youths participated in Garden City's Youth Sport Programs.

- Baseball season... most teams have ended, 2 GC teams are still playing tournaments.

➤ Baseball -75

➤ Gymnastics - 26

➤ **Upcoming Sports Programs/Events**

➤ **Sign ups**

Sign-up taken at Garden City Gym Monday –Friday 8:30am – 5pm (**Credit Card**, check or money order only)

• Summer Day Camp (*Camp Eagle*)

Summer Day Camp for Ages 6-12
Garden City Parks and Recreation Department

May 21st – August 7th

Swimming, Archery, Team Sports, Field Trips, Arts & Crafts, Songs & Skits, Games and More!
Swim Lesson Available

Age Groups

6-8 - Lions

9-10 - Tigers

11-12 - Bears \$25.00 Registration Fee

\$75.00 Week/ One Child (Per Child)

\$65.00 Week/ Two children (Per Child)

\$55.00 Week/Three or More Children (Per Child)

\$25.00 Daily Rate (Per Child)

Camp Monday-Friday

Drop Off 7am-9am

Camp Activities 9am-4pm

Pick Up 4pm-6pm

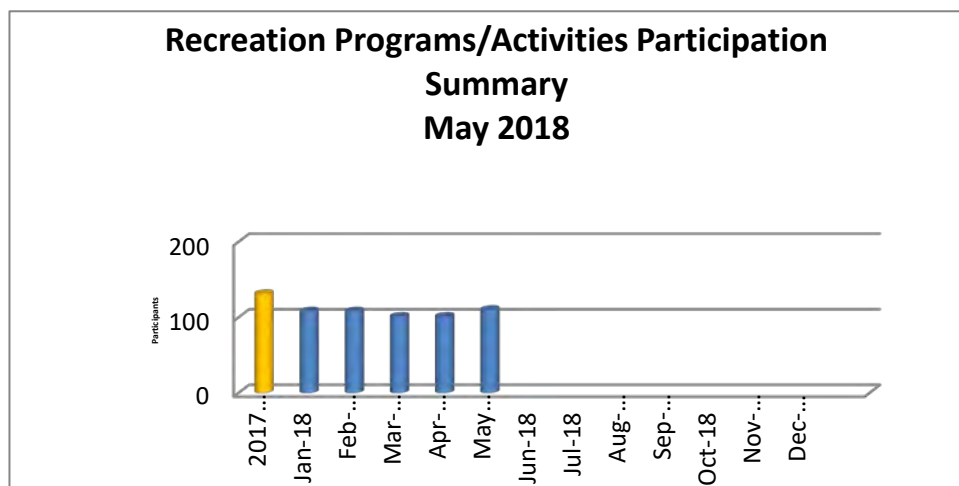
Camp Held at Garden City Gym

160B. Priscilla D. Thomas Way 966-7788

- Camp Eagle

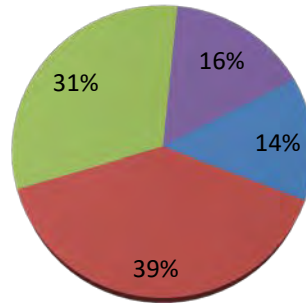
Sign-up taken at Garden City Gym Monday –Friday 8am – 5pm (check or money order only)

The graphs below are visual summaries of the number of participants in Garden City's Recreation Programs/Activities.

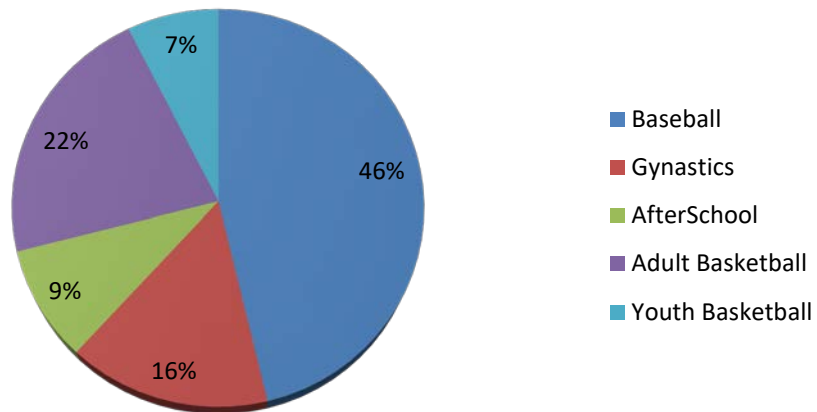


May Participation

■ Adult Programs ■ Youth Sports Programs ■ Youth Programs ■ Sr. Citizens



Top 5 Activities May 2018



ORDINANCE 2018-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE FROM A ZONING CLASSIFICATION OF "C-2A" TO A ZONING CLASSIFICATION OF "I-1" A PARCEL OF LAND CURRENTLY OWNED BY 266 ALFRED, LLC, AT 266 ALFRED STREET, GARDEN CITY, GEORGIA, BEING A PORTION OF THE "WILLIAMSON TRACT" (PROPERTY IDENTIFICATION NUMBER 6-0733-01-010); TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AND EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA,
and it is hereby ordained by the authority thereof that:

Section One. The zoning ordinance and zoning map of Garden City, Georgia, as amended, is amended so that the following described parcel of land presently owned by 266 Alfred, LLC, at 266 Alfred Street in Garden City, Georgia (Property Identification Number 6-0733-01-010), be rezoned from its present "C-2A" zoning classification to a zoning classification of "I-1":

All that certain lot, tract, or parcel of land situate, lying and being in Garden City, Chatham County, Georgia, being a portion of the "Williamson Tract" as shown upon a map or plat thereof prepared for Layne-Atlantic Co. by Thomas & Hutton, Engineers, dated July 29, 1952, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book E, Page 156, said parcel being irregular in shape and being bounded now or formerly as follows: On the Northeast by lands of Center Development Co.; on the Southwest by land of McAlpin Corp.; on the Southwest by Anderson Street; and on the Northwest by the Dundee Canal.

The above-described property is the same property conveyed by Rothell P. MacMillan to 266 Alfred, LLC, by a Limited Warranty Deed dated December 29, 2016, filed for record and recorded on January 10, 2017, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 784, Page 354.

Section Two. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section Three. This ordinance shall become effective on the date of passage.

ADOPTED this _____ day of June, 2018.

RHONDA FERRELL-BOWLES,
Clerk of Council

Received and approved this _____ day of June, 2018.

DON BETHUNE, Mayor

Read First Time: _____

Read Second Time and Passed: _____

ORDINANCE 2018-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE FOUR (4) CONTIGUOUS LOTS OR PARCELS OF LAND OWNED BY ELIZABETH HUMPHRIES, ERSKINE KESSLER, NANCY KESSLER, AND WILLIAM MOORE, COLLECTIVELY LOCATED AT THE INTERSECTION OF TELFAIR PLACE AND TELFAIR ROAD, WITH PROPERTY IDENTIFICATION NUMBERS OF 6-0737-01-004, 6-0737-01-004A, 6-0737-01-014, AND 6-0737-01-006 FROM ZONING CLASSIFICATIONS OF "R-2," "R-A," "P-I-2," AND "R-2," RESPECTIVELY, TO A ZONING CLASSIFICATION OF "I-2"; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AND EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA,
and it is hereby ordained by the authority thereof that:

Section One. The zoning ordinance and zoning map of Garden City, Georgia, as amended, is amended so that the following described property composed of four (4) contiguous lots or parcels of land presently owned by Elizabeth Humphries, Erskine Kessler, Nancy Kessler, and William Moore, at the corner of Telfair Place and Telfair Road in Garden City, Georgia (Property Identification Numbers 6-0737-01-004, 6-0737-01-004A, 6-0737-01-014, and 6-0737-01-006), be rezoned from their present respective zoning classifications of "R-2," "R-A," "P-I-2," and "R-2," to a zoning classification of "I-2":

All that certain lot, tract, or parcel of land situate, lying and being in Garden City, Chatham County, Georgia, known as Lot D on that certain plat of survey dated December 8, 2000, prepared by Terry Mack Coleman, Georgia Registered Land Surveyor No. 2486, entitled "Recombination Plat of Major Portion of Lot "A", "C", & "D", being a Portion of the Former Block "H", Sabine Fields and Parcel "C", J. Roberts Estate Subdivision, 7th G.M. District, Chatham County, Georgia," and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 20-S, Page 62, to which reference is expressly made for a more particular description.

The above-described property is composed of lots having property identification numbers of 6-0737-01-004, 6-0737-01-004A, 6-0737-01-014, and 6-0737-01-006.

Section Two. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section Three. This ordinance shall become effective on the date of passage.

ADOPTED this _____ day of June, 2018.

RHONDA FERRELL-BOWLES,
Clerk of Council

Received and approved this _____ day of June, 2018.

DON BETHUNE, Mayor

Read First Time: _____

Read Second Time and Passed: _____

AN ORDINANCE TO RESTATE CHAPTER 8 OF THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, RELATING TO FLOOD DAMAGE PREVENTION; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ARTICLE IX, SECTION II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Mayor and Council of Garden City, Georgia does ordain as follows:

Section 1. Chapter 38 of the Code of Ordinances of Garden City, Georgia, as amended, relating to flood damage prevention is deleted in its entirety and replaced by the following:

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

SECTION 38-1. STATUTORY AUTHORIZATION

Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Mayor and Council of Garden City, Georgia, does ordain as follows:

SECTION 38-2. FINDINGS OF FACT

- (a) The flood hazard areas of Garden City, Georgia are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION 38-3. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion, and;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters.

SECTION 38-4. OBJECTIVES

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and;
- (7) to insure that potential homebuyers are notified that property is in a flood area.

ARTICLE 2. GENERAL PROVISIONS

SECTION 38-10. LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of Garden City, Georgia.

SECTION 38-11. BASIS FOR AREA OF SPECIAL FLOOD HAZARD

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study (FIS), dated August 16, 2018, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS, supporting data and any revision thereto, for Chatham County, Georgia, dated August 16, 2018, are hereby adopted by reference.

Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS.

The Repository or public inspection of the Flood Insurance Study (FIS), accompanying maps and other supporting data is located in the Office of the Garden City Clerk of Council at Garden City City Hall, 100 Central Avenue, Garden City Georgia.

SECTION 38-12. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any Development activities.

SECTION 38-13. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION 38-14. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION 38-15. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 38-16. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Garden City or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 38-17. PENALTIES FOR VIOLATION

Failure to comply with the provisions of this ordinance or with any of its requirements, including conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a violation. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than thirty (30) days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Garden City from taking such other lawful actions as is necessary to prevent or remedy any violation.

ARTICLE 3. ADMINISTRATION

SECTION 38-20. DESIGNATION OF ORDINANCE ADMINISTRATOR

The Building Official is hereby appointed to administer and implement the provisions of this ordinance.

SECTION 38-21. PERMIT PROCEDURES

Application for a Development Permit shall be made to the Building Official on forms furnished by the community PRIOR to any development activities, and may include, but not be limited to the following: plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

(a) Application Stage

- (1)** Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
- (2)** Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;

- (3) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Section 38-31 (2) and 38-33 (2);
- (4) Design certification from a registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section 38-35 (5);
- (5) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(b) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the regulatory floor elevation or flood-proofing level immediately after the lowest floor or flood proofing is completed. Where a structure is subject to the provisions applicable to Coastal High Hazards Areas, after placement of the lowest horizontal structural members. Any regulatory floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.

The Building Official shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

SECTION 38-22. DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Building Official shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
- (2) Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334, and the Endangered Species Act of 1973, as amended. Require that copies of such permits be provided and maintained on file.

- (3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- (4) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2 Section 38-11, then the Building Official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other sources in order to administer the provisions of Article 4.
- (5) Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor, including basement, of all new or substantially improved structures in accordance with Article 3, Section 38-21 (b).
- (6) Review and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 3, Section 38-21 (b) and Section 38-31 (2).
- (7) When flood-proofing is utilized for a structure, the Building Official shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section 38-21(a)(3) and Article 4, Section 38-31(2) or Section 38-34(2).
- (8) Obtain design certification from a registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section 38-35(5).
- (9) Make substantial damage determinations following a flood event or any other event that causes damage to structures in flood hazard areas.
- (10) Notify adjacent communities and the Georgia Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (11) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (12) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Building Official shall make the necessary interpretation. Any person contesting the

location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

- (13) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Building Official and shall be open for public inspection.
- (14) If a portion of the structure is located in a SFHA, the entire structure shall comply with the requirements of this ordinance.
- (15) If a structure is located in multiple flood zones and/or BFEs, the entire structure shall comply with the most restrictive requirements of this ordinance.

ARTICLE 4. PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION 38-30. GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated Buildings - All New construction and substantial improvements that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following minimum criteria:
 - 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - 2. The bottom of all openings shall be no higher than *one foot* above grade; and

3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - b. So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area, and
 - c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent floatation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and
- (10) Any alteration, repair, reconstruction or improvement to a structure, which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.

SECTION 38-31. SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated BFE), the following provisions are required:

- (1) **New construction and substantial improvements** - Where base flood elevation data are available, new construction and substantial improvement of any structure including manufactured home shall have the lowest floor, including basement, elevated no lower than *one foot* above the base flood elevation. Should solid foundation perimeter walls be used to elevate a

structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section 38-30 (4), "Elevated Buildings".

- a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing and other service facilities shall be elevated at or above *one foot* above the base flood elevation.

- (2) **Non-Residential Construction** - New construction and the substantial improvement of any structure including manufactured housing, may be flood-proofed in lieu of elevation. (not applicable for Coastal High Hazard Areas.) The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to *one foot* above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section 38-22(7). An operation and maintenance plan shall be prepared to assure the continued viability of floodproofing measures.

- (3) **Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:**

- a. All manufactured homes placed and substantially improved on: (1) individual lots or parcels, (2) in new and substantially improved manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement, elevated no lower than *one foot* above the base flood elevation.
- b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that:
 1. The lowest floor of the manufactured home is elevated no lower than *one foot* above the level of the base flood elevation, or
 2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 48 inches in height above

grade.

- c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (ref. Article 4, Section 38-30(6)).
- d. All recreational vehicles placed on sites must either:
 - 1. Be on the site for fewer than 180 consecutive days.
 - 2. Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or
 - 3. The recreational vehicle must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section 38-31 (3)(c), above.

(4) **Floodway** - Located within Areas of Special Flood Hazard established in Article 2, Section 38-11, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- a. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in ANY increase in flood levels or floodway widths during the base flood discharge. A registered professional engineer must provide supporting analysis, technical data and certification thereof.
- b. ONLY if Article 4 Section 38-31 (4)(a) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 4.

SECTION 38-32. BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS AND FLOODWAY (A-ZONES)

Located within the Areas of Special Flood Hazard established in Article 2, Section 38-11, where streams exist but no base flood data and floodway data have been provided (A-

Zones), the following provisions apply:

- (1) For subdivisions and developments greater than fifty *(50) lots or five (5) acres*, whichever is less, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final LOMR.
- (2) When base flood elevation data or floodway data have not been provided in accordance with Article 2, Section 38-11, then the Building Official shall obtain, review, and reasonably utilize any scientific or historic base flood elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data is not available from these sources, the provisions of Article 4, Section 38-32(2) & (3) shall apply.
- (3) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in more than *one foot* increase in flood levels during the occurrence of the base flood discharge.
- (4) In special flood hazard areas without base flood elevation data, new construction and substantial improvements shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than *three feet* above the highest adjacent grade at the building site. (NOTE: Require the lowest floor to be elevated *one foot* above the estimated base flood elevation in A-Zone areas where a Limited Detail Study has been completed). Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Article 4, Section 38-30 (4) "Elevated Buildings".
 - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than *three feet* above the highest adjacent grade at the building site.

The Building Official shall certify the lowest floor elevation and the record shall become a permanent part of the permit file.

SECTION 38-33. STANDARDS FOR AREAS OF SPECIAL FLOOD HAZARD (ZONES AE) WITH ESTABLISHED BASE FLOOD ELEVATIONS AND WITHOUT DESIGNATED FLOODWAYS

Located within the Areas of Special Flood Hazard established in Article 2, Section 38-11, where streams with base flood elevations are provided but no floodways have been designated, (Zones AE) the following provisions apply:

- (1) No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than *one foot* at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- (2) New construction and substantial improvements shall be elevated or flood-proofed to elevations established in accordance with Article 4, Section 38-31.

SECTION 38-34. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section 38-11, may include designated "AO" shallow flooding areas. These areas have base flood depths of *one to three feet (1'-3')* above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to at least one-foot above as high as the flood depth number specified (in feet) on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least *three feet* above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section 38-30 (4), "Elevated Buildings".

The Building Official shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section 38-34 plus *one foot*, above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered

professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Article 3, Section 38-21(a)(3) and Section 38-21(b). An O&M plan shall be submitted to assure continued viability of the floodproofing measures

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION 38-35. COASTAL HIGH HAZARD AREAS (V-ZONES AND COASTAL A (LIMWA))

Located within the areas of special flood hazard established in Article 2, Section 38-11, are areas designated as Coastal High Hazard Areas (V-Zones). These areas have special flood hazards associated with wave action and storm surge, therefore, the following provisions shall apply:

- (1) All new construction and substantial improvements shall be located landward of the reach of mean high tide;
- (2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than *one foot* above the base flood elevation level. All space below the lowest supporting member shall remain free of obstruction or constructed with non-supporting breakaway walls. Open wood lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with Article 4, Section 38-35 (6);
- (3) All new construction and substantial improvements shall be securely anchored on pilings, or columns;
- (4) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both (non-structural and structural). Water loading values shall equal or exceed those associated with the base flood. Wind loading values shall be in accordance with the most current edition of the Georgia State adopted Standard Building Code.
- (5) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in Article 4, Section 38-35 (2)(3) and (4).

- (6) All space below the lowest horizontal supporting member must remain free of obstruction. Open wood lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action without causing structural damage to the supporting foundation or elevated portion of the structure. The following design specifications are allowed:
- a. No solid walls shall be allowed, and;
 - b. Material shall consist of open wood lattice or insect screening only; and
 - c. If aesthetic open wood lattice work or screening is utilized, any enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
- (7) Prior to construction, plans for any structures having open wood latticework or insect screening must be submitted to the Building Official for approval;
- (8) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with open wood latticework or decorative screening, as provided in this Section.
- (9) There shall be no fill used as structural support, or to elevate areas used for septic tank drain fields. Limited non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free of obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The Building Official may approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect or soil scientist, which demonstrates that the following factors have been fully evaluated:
- a. Particle composition of fill material does not have a tendency for excessive natural compaction;
 - b. Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - c. Slope of fill will not cause wave run-up or ramping.
- (10) There shall be no alteration of sand dunes or mangrove stands, which would increase potential flood damage;
- (11) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes park or subdivision. A replacement

manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 4, Section 38-31(c) are met.

SECTION 38-36. STANDARDS FOR SUBDIVISIONS

- (1) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

SECTION 38-37. STANDARD FOR CRITICAL FACILITIES

- (1) No new critical facilities and substantial improved critical facilities shall be located in the 100-year floodplain or the 500-year floodplain.
- (2) All ingress and egress from any critical facility must be protected to the 500-year flood elevation.
- (3) Hazardous materials shall not be stored in the SFHA. The following materials are prohibited in the SFHA. Acetone, ammonia, benzene, calcium carbide, carbon disulfide, celluloid, chlorine, hydrochloric acid, prussic, magnesium, nitric acid, oxides of nitrogen, phosphorus, potassium, sodium and sulfur.

ARTICLE 5. VARIANCES

SECTION 38-40. VARIANCE PROCEDURES

- (a) The Board of Appeals as established by City shall hear and decide requests for appeals or variance from the requirements of this ordinance.
- (b) The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official in the enforcement or administration of this ordinance.
- (c) Any person aggrieved by the decision of the Board of Appeals may appeal such decision to the Superior Court of Chatham County, Georgia, as provided in state law.
- (d) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not

preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

- (e) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (f) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (g) In reviewing such requests, the Board of Appeals shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (h) Conditions for Variances:
 - (1) A variance shall be issued ONLY when there is:
 - a. a finding of good and sufficient cause,
 - b. a determination that failure to grant the variance would result in exceptional hardship, and;
 - c. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (2) The provisions of this Ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
 - (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.

- (4) The Building Official shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
- (i) Upon consideration of the factors listed above and the purposes of this ordinance, the Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

ARTICLE 6. TERMS DEFINED (EFFECTIVE JUNE 4, 2018)

SECTION 38-50. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Accessory Structure" means a structure having minimal value and used for parking, storage and other non-habitable uses, such as garages, carports, storage sheds, pole barns, hay sheds and the like.

"Addition" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the Building Official's interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

"Base flood," means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation (BFE)" The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

"Basement" means any portion of a building having its floor sub grade (below ground level) on all sides.

"Building," see definition for structure.

"Critical Facility" means any public or private facility, which, if flooded, would create an added dimension to the disaster or would increase the hazard to life and health. Critical facilities include:

- (a) Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, or water-reactive materials;
- (b) Hospitals and nursing homes, and housing for the elderly, which are likely to contain occupants who may not be sufficiently mobile to avoid the loss of life or injury during flood and storm events;
- (c) Emergency operation centers or data storage centers which contain records or services that may become lost or inoperative during flood and storm events; and generating plants, and other principal points of utility lines.
- (d) Generating plants, and other principal points of utility lines.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, and storage of materials or equipment.

"Elevated building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, or piers adequately anchored so as not to impair the structural integrity of the building during the base flood event.

"Existing construction" means structures for which the "start of construction" commenced before July 1, 1974.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before May 4, 1987.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) the overflow of inland or tidal waters; or

- (b) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been defined as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study" the official report by the Federal Emergency Management Agency evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.

"Floodplain" means any land area susceptible to flooding.

"Flood proofing," means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge and culvert openings, and the hydrological effect of urbanization of the watershed.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is;

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:

- a. By an approved state program as determined by the Secretary of the Interior, or
- b. Directly by the Secretary of the Interior in states without approved programs.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

"Manufactured home" means a building, transportable in one or more sections built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced after July 1, 1974 and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced after May 4, 1987.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities,

the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 4, 1987.

"North American Vertical Datum (NAVD)". has replaced the National Geodetic Vertical Datum of 1929 in existing and future FEMA Flood Modernization Maps.

"Recreational vehicle" means a vehicle, which is:

- (1) built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) designed to be self-propelled or permanently towable by a light duty truck;
and
- (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Start of construction" means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land Preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Subdivision" the division of a single lot into two or more lots for the purpose of sale or development.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during a 5-year period, in which the cumulative

cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. NOTE: *The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.* This term includes structures, which have incurred "substantial damage", regardless of the actual amount of repair work performed. The term does not, however, include:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the structure commences, whether or not that alteration affects the external dimensions of the structure.

"Substantially improved existing manufactured home parks or subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this ordinance, which permits construction in a manner otherwise prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, or other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

Section 2. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict therewith are hereby repealed.

Section 4. This ordinance shall become effective on the date of passage.

Adopted on this _____ day of June, 2018.

Rhonda Ferrell-Bowles,
Clerk of Council

RECEIVED AND APPROVED this the _____ day of June, 2018.

Don Bethune, Mayor

Read first time:

Read second time and approved:

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that the City Manager be authorized to enter into the following facility encroachment agreement with CSX Transportation, Inc., in the form which is attached hereto and made a part of this resolution:

1. Agreement numbered CSX-8632750, between CSX Transportation, Inc., and Garden City, Georgia, covering the installation and maintenance of a 4-inch diameter subgrade pipeline running along Nelson Avenue and crossing Bishop Avenue and the CSX right-of-way crossing, the purpose of which being to convey raw treated sewerage at or near Garden City, Georgia, Florence Division, Charleston Subdivision, Milepost A-488-75, Latitude N32:06:38.9880, Longitude W81:08:57.8544.

ADOPTED this _____ day of June, 2018.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this _____ day of June, 2018.

DON BETHUNE, Mayor

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of May 7, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and GARDEN CITY, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 100 Central Avenue, Garden City, Georgia 31408, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) four inch (4") diameter pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Garden City, Chatham County, Georgia, Florence Division, Charleston Subdivision, Milepost A-488.75, Latitude N32:06:38.9880, Longitude W81:08:57.8544;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

9.1 With respect to the relative risk and liabilities of the parties and Licensee's Contractor, Licensee shall agree as follows:

(A) To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to assume any and all liability, loss, claim, suit, damage, charge or expense on account of death of or injury to any person whomsoever

(including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with any act, error, or omission of its employees or officials made in connection with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

(B) Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

(C) To the extent it is tortiously liable therefor pursuant to State law, Licensee assumes all responsibility for any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities and for any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

(D) To the extent it is tortiously liable therefore pursuant to State law, Licensee assumes all responsibilities for any act, error, or omission of its employees, or officials in the course and scope of their employment.

(E) Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

(F) The assumption of risks and liability obligations of Licensee under this Agreement shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.2 With respect to the relative risk and liabilities of the parties and Licensee's Contractor, Licensee shall require its Contractor to agree as follows:

(A) To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee's Contractor shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor),

and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with any act, error, or omission of its employees or agents made in connection with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

(B) Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Licensee's Contractor shall expressly assume all risk of loss and damage to its property, Licensee's Property (as defined in 9.1(B)) or the Facilities in, on, over or under the Encroachment.

(C) Obligations of Licensee's Contractor hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.3 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee or Licensee's Contractor may be responsible hereunder, in whole or in part, Licensee, or licensee's Contractor (as the case may be), shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee or its contractor shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

10.2 If the existing CGL policy(ies) of Licensee or its contractor do(es) not automatically cover contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee or Licensee's contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee or Licensee's contractor shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk of Licensee or Licensee's contractor.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and J 0.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, in the form of membership in the Georgia Interlocal Risk Management Association, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law. Further, it is expressly provided that Sections 10.1 and 10.2 will not pertain to Licensee only during the term of this Agreement.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor

shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the

Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: _____.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any

deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall

have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

GARDEN CITY

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____,

STATE OF GEORGIA
COUNTY OF CHATHAM

**A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, TO
SET THE AD VALOREM TAX RATE OF GARDEN CITY
FOR FISCAL YEAR 2018; AND FOR OTHER PURPOSES.**

BE IT RESOLVED by the Mayor and City Council of Garden City, Georgia, as follows:

SECTION (1): The ad valorem tax rate for Garden City, Georgia, for the 2018 fiscal year on property subject to ad valorem taxation by the City is hereby fixed at 3.756 mills on forty percent (40%) of each \$1,000.00 of property subject to ad valorem tax by the City.

SECTION (2): Said rate of 3.756 mills on forty percent (40%) of each \$1,000.00 of taxable property shall be levied for general government purposes.

This the 4th day of June, 2018, in open session.

_____(L.S.)
RHONDA FERRELL-BOWLES,
Clerk of Council

Received and approved this 4th day of June, 2018.

_____(L.S.)
DON BETHUNE, Mayor

RESOLUTION

WHEREAS, the Mayor and Council of Garden City, Georgia, have determined that the City's Personnel Policy and Procedures Employment Manual (the "Manual") should be amended so as to set forth therein procedures detailing employee obligations and use of leave time during time periods when circumstances impact the City's ability to open for business, as well as procedures for paying essential and non-essential employees during declared emergency incidents; and,

WHEREAS, the Director of Human Resources, with the aid of the City Manager and the City Attorney, has drafted amendments to the City's Personnel Policy and Procedure Employment Manual incorporating the above-mentioned topics for incorporation into the Manual at the appropriate places; and,

WHEREAS, the City Council has reviewed the amendments, copies of which are collectively attached hereto as Exhibit "A", and wishes to place its seal of approval on the changes;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia:

1. The attached (a) Policy 5.9 of the Manual entitled "Emergency Procedures," (b) Paragraph 22 of Policy 6.2 of the Manual entitled "Pay Plan; Inclement Weather/Disasters/Emergencies Pay", (c) Paragraph 1 of the procedures set forth in Policy 8.9 of the Manual entitled "Administrative Leave," and (d) Employee Emergency Incident Pay Policy, collectively labelled Exhibit "A," are hereby adopted, shall be effective immediately, and shall remain in full force and effect until changed in accordance with the Personnel Policy and Procedure Employment Manual for the City.

2. The Director of Human Resources shall incorporate the new policies into the appropriate places in the Manual, and the City Manager shall distribute copies of the new policies to all City employees.

3. All prior existing policies in conflict with the provisions of the new policies relating to employee emergency incident procedures and pay plan, are hereby repealed.

ADOPTED this _____ day of June, 2018.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this _____ day of June, 2018.

DON BETHUNE, Mayor

Reference: Policy update for the City's Employee Personnel Policy and Procedure Manual

5.9 Emergency Procedures

Policy

It is the City of Garden City's policy to continue to provide appropriate levels of vital services to the community during periods of emergency. There may instances where conditions will dictate that City operations will be interrupted. These include, but are not limited to, severe weather, declared state of emergency, utility disruptions, natural disasters or terrorist actions. In all cases the safety of City employees and their families will be the primary consideration. The following procedures set forth employee obligations regarding reporting to work, use of leave and pay when circumstances impact the City's ability to open for business.

General Procedures

- 1 The City Manager will have the authority to close City departments due to circumstances listed above or any other circumstance that arises.
- 2 In the event that a department experiences an emergency, the department head shall contact the City Manager to make the determination whether that department should close prior to the scheduled closing time as well as the time period in which the department is closed.
- 3 If City departments are open, employees are expected to report to work on time as scheduled during unusual weather conditions. However, each employee must observe conditions in his or her area and decide whether it is too hazardous to attempt to drive to work when weather conditions are severe. We do not expect anyone to take an unreasonable risk attempting to drive to work.
- 4 Employees who arrive at work late or leave work early during unusual weather conditions will be given the option of taking leave without pay or using any applicable accrued paid leave hours. In some work situations, it may be possible to make-up the unscheduled absence, provided the supervisor has granted permission and the proposed make-up schedule is compatible with the department's operations and is made up within the work week in which the unscheduled absence occurred.
- 5 Each employee is expected to notify his or her supervisor if unable to report for work as scheduled as soon as possible in accordance with Policy 5.3, Attendance and Punctuality.

Emergency Operating Procedures

- 1 The City Manager will notify Department Heads when Emergency Operating Procedures are in effect.
- 2 In the event of a widespread disaster that necessitates the activation of the Emergency Operations Center (EOC), all employees are expected to be on stand-by for instructions concerning their particular job duties.
- 3 During non-work hours, all employees are encouraged to ensure the safety and welfare of their families and homes. After making any necessary arrangements, all employees are required to report to work, pursuant to departmental operating procedures.
- 4 During work hours, departments shall make every reasonable effort to allow essential employees to check promptly on the status of their families and homes, provided that doing so does not compromise emergency response functions as defined in the City's Emergency Operations Plan.
- 5 Certain essential City services are required to be maintained in any Declared Emergency. The employees involved in the delivery of essential services are excused from work only upon specific authorization of their Department Head or designee. A Department Head may cancel or rescind the approved leave of an essential employee during a Declared Emergency.

Reference: Policy update for the City's Employee Personnel Policy and Procedure Manual
Incident.

- 6 Employees defined as "essential employees" includes all sworn law enforcement personnel, all fire personnel, public works and water and wastewater employees as determined; designated finance and accounting staff; and designated supervisory or management staff city-wide. The City reserves the right to appoint key personnel on a case by case basis to essential personnel roles and to report to work even though the business is otherwise closed or to report to remote locations or remote offices to provide support during an emergency.
- 7 It is the intent of the City to notify each employee prior to an emergency situation if he or she is considered an "essential employee", what their responsibilities may be, and to establish procedures to let him or her know when and where they will be required to work. As each emergency situation may vary as to its effect upon operations and employees, the City may be required to modify duties and status of an employee at any time during a Declared Emergency Incident.
- 8 Failure to report to work during a Declared Emergency Incident by an "essential employee" shall be cause for disciplinary action up to and including termination of employment.
- 9 Since the nature and effect of the emergency may vary, the City Manager, or designee, will determine the period of time during any declared emergency in which emergency pay policies are in force and in effect, known as the Declared Emergency Incident Pay Period. These special pay policies are outlined in the Emergency Operations Plan and may only be in force and effect for a portion of the entire Declared Emergency.
- 10 During a declared emergency non-essential employees not reporting for work due to a natural disaster or other emergency shall be expected to inform their supervisor or other designated personnel as soon as practical, with their temporary location and contact information.
- 11 The City Manager will determine the instances when an allowance for time off with pay for unusual circumstances will be made for any employee.
- 12 Refer to the City of Garden City Emergency Operations Plan, Employee Emergency Incident Pay Policy for complete procedures and instructions.
- 13 In the event of an unforeseen emergency, City department heads, managers or supervisors will make every effort to notify employees by phone of the closure. The closing will be announced by local radio and television stations, and the closing will be posted on the City's website. All of these assume that all or some employees have access to electricity and phones. Employees are encouraged to own, for example, a radio that runs on batteries so that they are informed of the closure, updated on the emergency situation and informed the City's return to work schedule and procedures.

DRAFT

6.2 Pay Plan

Policy

It is the policy of the City of Garden City to establish and maintain a comprehensive plan for providing fair wage and salary compensation for all classes in the classification plan in consideration of pay ranges for other classes, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the City, and other factors.

Procedure

1. The pay plan for the City shall include minimum and maximum pay rates for each existing pay grade (position classification). Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.
2. Maintenance of the Pay Plan. The City Manager shall make or cause the Human Resources Director to make, at least every three years, comparative studies of all factors affecting the level of pay ranges and will recommend to the Mayor and City Council such changes in pay ranges as appear to be in order. Such adjustments will be made by increasing or decreasing the pay ranges. The pay rate for each position will be adjusted in conformity with the pay range for that class as approved by the Mayor and City Council.
3. Trainee Pay Rates. A trainee or an employee who does not meet all of the established qualifications for a position may be employed with the approval of the City Manager at a training rate no more than 10% below the minimum salary established for the class. The employee shall continue at the reduced rate during the introductory period until the Department Head, with the City Manager's approval, shall determine that the trainee is qualified to assume the full responsibilities of the position, and is moved to a rate in the salary range established for that position. If the employee does not meet the qualifications for the job during the introductory period, he or she will be removed from the position.
4. Redlined Rates. Pay rates of individual employees who, because of long service, have exceeded the pay range maximum will be stationary or "redlined" until such time as adjustments to the pay range are made so that the employees' pay falls within the pay range. To be redlined means that the pay of the employee is "grandfathered" until the employee leaves the position. The pay plan does not require that the employee's pay be reduced to fit the maximum pay range for that grade. When the position is filled with a new incumbent, pay is to be set within the normal range for the grade. Special accommodations may be made for employees with pay rates that are redlined so that their performance and service may continue to be recognized with periodic pay increases.
6. Pay Within the Range. The minimum rate established for a class is the normal hiring rate except in those cases where unusual circumstances (such as the inability to fill the position at the hiring rate or exceptional qualifications of the candidate) appear to warrant employing the individual at a higher rate than the minimum pay range. Department Heads, prior to employing the individual, must submit in writing, justification for the higher rate to the City Manager for approval. Employees shall be paid within the designated pay range for the position except for those employees who are employed at a "trainee" pay rate or an employee whose pay rate is "redlined".

8. Pay for Performance. The City will determine on an annual basis the funding level, if any, for performance based increases. This Pay Plan is not intended to create a property right, promise, or contract, or expectation of funding for any performance-based increase, raise, or pay adjustment.

a. The City maintains an Employee Performance Evaluation Program and all performance-based increases shall be awarded in accordance with that Program. A complete copy of the program is included in Appendix B of this manual.

b. The Department Head shall review all performance evaluations and recommend to the City Manager the employees to receive pay for performance, the performance evaluation(s) shall be attached to the recommendation and be made a part of the employee's official personnel file.

c. Guidelines for performance-based pay increases shall be recommended annually by the City Manager in accordance with fund availability. The amount of performance-based increases shall differentiate between performers who are rated at various levels of performance.

9. Salary of a Reclassified Employee. An employee whose position is reclassified to a job in the next higher pay grade and range shall receive an increase of 5% or an increase to the minimum rate of the new pay range, whichever is greater. If the reclassification results in a difference of more than one pay grade, the position shall have pay adjusted to an internal equity that is maintained with others in the pay grade, however the pay increase shall be no less than 5% or the new minimum. In no case shall the salary exceed the maximum for the pay grade. An employee whose job is reclassified to a job class with a lower pay grade and pay range may receive a reduction in salary as a result of the reclassification based on a change in job duties. Where the reclassification results in a difference of one pay grade, pay shall be reduced by 5% or the appropriate rate based on internal equity; however pay shall not exceed the new maximum. If the reclassification results in a difference of more than one pay grade, an appropriate adjustment will be made after considering internal equity, similarly situated employees, and the best interest of the employee and the organization. Care will be taken to avoid an adverse impact on other employees.

10. Upgrade or Downgrade in Pay. A change in grade (up or down) may not necessarily affect the position title. Where the grade changes but the title remains the same, such an adjustment is called upgrade or downgrade. (A reclassification indicates that the title, as well as the pay grade in some cases is changed.)

a. A classification of positions may be upgraded from a lower grade to a higher pay grade when market comparisons, internal comparisons or other factors indicate that the class, as a whole, is not competitively compensated. Employees whose positions are upgraded by one pay grade shall have pay increased by 5% or to the new minimum, whichever is greater. Employees whose positions are upgraded by more than one pay grade shall have pay adjusted such that internal equity is maintained with others in the new pay grade, however, the increase shall be no less than 5% or the new minimum.

b. A class of positions may be downgraded from a higher pay grade to a lower pay grade when job-related or market factors indicate that the class, as a whole, is not equitably compensated. Employees whose positions are downgraded by one pay grade shall have pay reduced by 5% or other appropriate rate based on internal equity, however pay shall not exceed the new maximum. Employees whose positions are downgraded by more than one pay grade shall have pay adjusted

such that internal equity is maintained with others in the new pay grade, however, the decrease shall be no less than 5%. Pay shall not exceed the new pay grade maximum.

11. Pay of Promoted Employees. Promotion means that an employee has moved from a position in a lower pay grade to a vacant position with a higher pay grade within the Pay Plan. An employee promoted to a position in a class having a higher pay grade and pay range may receive an increase such that the new salary will be within the hiring range of the new position. In exceptional cases upon recommendation of the Department Head, review by the Human Resources Director, and approval of the City Manager, a greater increase may be awarded. However, the salary cannot exceed the maximum for the pay range. The recommendation must be supported in writing indicating the job-related and or market related reasons for the exceptional increase.

12. Pay in cases of Demotion:

a. An employee may voluntarily choose to accept a demotion. The salary will generally be reduced to an amount which represents the same relative placement within the new pay grade as in the former pay grade. For example if the employee's former rate of pay was at the midpoint of the pay grade, the employee's pay will be within the midpoint of the new pay grade. Exceptions may occur where an individual's pertinent training, education, or experience significantly exceed the minimum qualifications documented and posted for the position. In this case, the guidelines governing the use of the hiring range shall apply. Such exceptions must be documented, reviewed by the Human Resources Director, and approved by the City Manager.

b. If an employee fails to successfully complete the introductory period, following a promotion, the employee may request a voluntary demotion to the former position or to a position in the same class if a vacancy exists. The employee's salary will be reduced to the former rate of pay, including any performance increases that would have been awarded during the period based on documented performance evaluations, contingent upon fund availability. Such a demotion must occur within the introductory period.

c. An employee may be demoted for unsatisfactory personal conduct or failure of job performance to a position in a lower pay grade. The salary will be reduced to an amount which represents the same relative placement within the new pay grade as in the former pay grade. For example, if the employee's former rate of pay was at the midpoint of the pay grade, the new rate will be at the midpoint of the new pay grade. Exceptions may occur where an individual's pertinent training, education, or experience significantly exceeds the minimum qualifications documented and posted for the position. In this case, the guidelines governing the use of the hiring range shall apply. Such exceptions must be documented in writing, reviewed by the Human Resources Director and approved by the City Manager.

13. Salary Reduction within a Pay Grade. An employee may receive a salary reduction within the same pay grade for disciplinary reasons as stated above. Salary will be reduced by no more than 10%; however, in no case shall the salary be below the pay grade minimum.

14. Salary of a Transferred Employee. The salary of an employee reassigned to a position in the same job class or to a position in a different job class with the same pay grade and range shall generally not be changed by the reassignment. Exceptions may occur where an individual's pertinent training, education, or experience significantly exceed the minimum qualifications documented and posted for the position. In this case, the guidelines covering the use of the hiring range shall apply. Such exceptions must be documented in writing, reviewed by the Human Resources Director and approved by the City Manager.

15. Salary of a Part-time Employee. An employee in a position that is part-time, whether, regular, temporary or seasonal shall be paid at a rate determined by converting the established annual salary of the position into an hourly rate.

16. Completion of an Introductory Period. Supervisors may recommend pay adjustments in recognition of performance which exceeds the established standards for employees who successfully complete the introductory period of employment. Recommendations shall be supported with documented performance evaluations.

17. Certification Pay. Employees may receive an increase for certain State-mandated certifications or licenses required by the job, but not required at the time of hire. Such certifications may be in place at the time of hire or may be required at some point after hiring. Such required certifications shall be documented in the official job description. When the employee receives the certification, he or she is eligible for a pay increase. The employee must have received a documented satisfactory job performance evaluation immediately preceding the certification and must be recommended in writing by the Department Head.

Eligible Certification Examples Include:

Certified Peace Officer

Class I or II or III Wastewater Collection System Operator

CDL License

18. Significant Change in Responsibility. Where significant change in responsibility is added or removed from a position, and reclassification is not warranted, pay may be adjusted upward or downward by an appropriate percentage or other appropriate rate based on internal equity. Pay shall not be less than the minimum or greater than the maximum. Significant responsibility shall be thoroughly documented in writing in order to support the request. The request shall be reviewed by the Human Resources Director and approved by the City Manager.

19. Advance Salary Policy. There will be no advance of pay except under hardship conditions. Requests for advances under hardship conditions will be recommended by the Department Head to the Human Resources Director for review and subject to final approval of the City Manager.

20. On Call Pay. Employees on call are to respond to a phone call, beeper, pager, voicemail, within 10 minutes of receipt. Employees on call are to stay in the area so as to be able to return to the facility within 30 minutes. Employees on call are to stay within 50 miles or 30 minutes' driving time from their assigned department. Employees on leave are not subject to being on call. Nonexempt employees who respond to a call are to record all time worked in response to the call. Non-exempt employees who respond to a call and are able to handle the matter by telephone or instant messaging are to be paid for that time. On-call time will not be considered hours worked when employees are free to engage in activities for their own purposes but are required to inform the employer how they can be reached or to carry a pager or cell phone. On-call time will be considered hours worked when employees are required to restrict their personal activities such that the employees cannot use this time effectively for their own purposes. Under these circumstances, the employees are paid at their normal pay rate (or overtime when appropriate).

21. Call Back Pay. Nonexempt employees who are required to report back to work after normal business hours (8:00 a.m. to 5:00 p.m. or other shift hours consider being the normal work schedule) shall be paid a 2 hour minimum each time they are called back from their home to work. If the cumulative time spent on an emergency "call back" is more than 2 hours, the time shall be paid as hours worked according to the Fair Labor Standards Act. Calls shall be logged and shall include the time the call was received,

and the time the employee was called out. This log shall be reviewed and monitored by supervisors on a regular basis.

22. Inclement Weather/Disasters/Emergencies Pay. When normal business operations are maintained, employees unable to arrive at work will generally not be paid for time not worked. When City operations are shut down, employees scheduled to work will be paid as outlined in the City's Emergency Operations Plan, Employee Emergency Incident Pay Policy..

23. Interim Appointment to a Higher Grade Level Position. An employee may be appointed to an interim position where the position is vacant and where failing to fill the position would significantly impact effective operations. Department Heads will recommend such appointments for the approval by the City Manager. Written requests shall outline critical needs which support the interim appointment. An employee selected for an acting position must meet the documented qualifications for the position and must be capable of performing the full range of duties of the position. The pay rate of the employee shall be adjusted upward to the minimum of the new pay grade, or other higher rate, as appropriate, considering internal equity. Employees shall be notified in writing of such interim appointments, outlining the terms, conditions, and expectations of the supervisor. The Department Head shall notify the Human Resources Director as soon as interim appointments have been completed. Salary shall be reduced by the same amount it was increased when the interim appointment is completed.

24. Interim Appointment to a Lower Grade Level Position. When an employee is required by the City, is required by a temporary disability, or volunteers to work temporarily but for at least twenty complete workdays or shifts, either in a position lower grade level than the position which he or she normally is assigned to work or in the case of restricted duty when medically necessary (must be certified as medically necessary by a health care provider) instead and in place of the position to which normally assigned, then the employee will be compensated, beginning with the first day of such reassignment, at a rate of pay commensurate with the duties performed and equal to his or her current rate of pay less 3% but not less than the minimum rate of pay for the pay range to which the lower position is classified, and not to exceed the maximum rate of pay for the lower position.

8.9 Administrative Leave

Policy

The City has established Administrative leave for an employee's absence from work on those rare occasions when the employee is absent from the workplace at the direction of the City. Administrative leave is not an entitlement or a benefit. Administrative leave must be approved by the City Manager.

Procedure

The City's Administrative Leave Policy provides three circumstances when a Department Head may place an employee on paid Administrative Leave subject to the approval of the City Manager.

1. Emergency conditions where the City must be closed for business. Administrative Leave during Emergency Operations will be limited to a maximum of 40 hours. Should City operations be shut down greater than 40 hours, employees will be placed on excused unpaid leave with the option to use any accumulated Paid Time Off hours to cover the unpaid leave period.
2. Pending the completion of a workplace Investigation (See Policy 8.7 Investigatory Leave). Alternate options to administrative leave with pay include modification of duties, temporary re-assignment to another position or work area or work shift.
3. Other special circumstances where it is in the City's best interest to place an employee on a paid Administrative Leave (example: medical condition).

Notification to Employees

Prior to being placed on administrative leave with pay, an employee shall be notified that he or she:

- a. Shall be in a work ready status at all times during his or her regularly scheduled work time, and must be able to report to work with short notice;
- b. Shall remain off City property and premises during the leave;
- c. Shall at all times be available to the City in case questions arise regarding the processing of the employee's check, as well as other personnel or employee benefit matters;
- d. Shall receive compensation for administrative leave that is equal to the employee's base rate of pay and shall not continue beyond the period for which the leave was granted. Administrative leave hours shall not count as hours worked toward overtime pay for non-exempt personnel.

Exclusions

This policy shall not be construed as preventing a Department Head from imposing discipline, up to and including termination.

Employee Emergency Incident Pay Policy

Policy

The purpose of this policy is to describe the separate pay procedures that will be in effect should an emergency be declared by the City Manager or his/her designee that requires the temporary closing of all or some of the departments and facilities of the City of Garden City (City). This shall also include the activation of the City's Emergency Operations Center (EOC) that may also require quartering or housing of staff at the City or another EOC location.

During a declared emergency incident, there are certain City services that will be considered essential and must be maintained. As such, there will be certain employees identified as essential personnel during a declared emergency that possess the skills and qualifications necessary to maintain essential City services and order. Personnel considered as non-essential to the emergency operation and services delivery will be placed on administrative leave.

Generally, essential personnel will include law enforcement, fire, public works, water /sewer employees, and designated senior management personnel. Other employees may be identified as essential to emergency operations on a case-by-case basis as determined by the City Manager, his/her designee or department director.

If it is determined that emergency conditions exist, including, but not limited to riots, civil disorders, terroristic threats or attacks, epidemics, wide-spread power failure, hurricane conditions, or major weather events, natural disasters, chemical incidents, or similar conditions, the City Manager shall declare the Emergency Incident Period and the level of the activation for essential and non-essential personnel. During an Emergency Incident, the level of activation may be subject to change as the actual severity of the emergency event lessens or worsens as the impact is actualized.

All Garden City departments will conform to this policy for the purposes of emergency pay for employees designated by the City Manager and/or his or her designee and/or their applicable department director as necessary in response to a declared period of emergency.

Scope

This policy applies to all non-exempt and exempt Garden City employees to include those activated within an Emergency Operations Center(s) (i.e. Chatham Emergency Management Agency (CEMA) and/or the City EOC) and becomes effective immediately upon the City Manager and/or his or her designee's declaration of a Garden City Emergency.

A. DECLARATION OF EMERGENCY

Notification of Declared Civil Emergency for the City of Garden City: The City Manager will notify all employees directly or through department directors of such a declaration. Unless the incident prohibits or it is dictated by the City Manager or his/her designee, the City will endeavor to declare the operational schedule for all Emergency Periods to run from 7:00 am – 7:00 pm.

B. EMERGENCY INCIDENT PERIODS

The declaration and duration of an emergency incident period to include each level within an Emergency Incident Period including the timespan of a Pre-impact Period, Emergency Period, and Post Impact/Recovery Period shall be determined by the City Manager or his/or her designee.

1. **Pre-Impact Period:** This is the time period leading up to the incident and includes emergency activities, preparation, and preventive measures implemented by the City's departments to prepare for the impending emergency. This period begins when the City Manager or his/her designee declares an emergency is imminent. This period may also include the activation of the Chatham County Emergency Operations Center (CEMA's EOC).
2. **Emergency Period:** This is the time period during which emergency response activities, stabilization of the emergency situation, and restoration of critical services are conducted to protect life and property. Some or all City services may be suspended. During this period, City management may designate key essential critical workforce personnel to take mandatory shelter in a designated Emergency Operations Center(s) (Chatham County and/or City designated EOC). The Emergency Period begins at the time designated by the City Manager or his/her designee and may include City office closures during normal business hours. The Emergency Period ends when the City Manager or his/her designee declares it safe for employees to return to work.
3. **Post Impact/Recovery Period:** This is the time period during which activities are conducted to restore the City's infrastructure and services to pre-incident conditions. This period begins when the declared Emergency Period has ended and may continue for an extended period of time depending on the impact of the emergency or incident and the related recovery efforts necessary to restore City services to normal operational status.
4. **City Incident Period:** This is the time period that consists of the Pre-Impact Period, the Emergency Period, and the Post-Impact Recovery Period.

C. EMPLOYEE STATUS

The City has determined that certain personnel are necessary to maintain essential functions during an Emergency Incident. Prior to a declaration of an emergency incident, department directors shall, designate "Emergency Essential" personnel to be assigned to the critical workforce and "Emergency Non-Essential" personnel whose job functions are not necessary to maintain emergency operations. Individual employees designated as "Emergency Non-Essential" or "Emergency Essential" may have a temporary status change, depending on the timing, nature, and scope of the Emergency Incident or at the discretion of the department director, City Manager, or his/her designee.

1. **"Emergency Non-Essential"** – Dependent on the type of emergency incident, a needs assessment will be made and some employees may be temporarily dismissed from work, concurrently or successively. "Emergency Non-Essential" personnel are referred to as non-essential personnel throughout this document and are so designated according to the type of Emergency Incident in progress. Generally, all non-essential personnel are those whose job duties are not necessary when the City is operating under a Level 2 or Level 3 emergency.
2. **"Emergency Essential"** – "Emergency Essential" personnel are referred to as essential personnel throughout this document and are designated as essential according to the type of employee services necessary during Level 2 and Level 3 of an Emergency Incident. Each department director is responsible for identifying those employees who will be required to remain or respond in the event of emergency incident conditions and those critical workforce employees will designated as "Emergency Essential." Emergency Essential employees may be required to be available immediately before (Pre-Impact), during (Emergency) e.g., those within the designated Emergency Operations Center(s) and/or after the incident or emergency condition (Post-Impact/Recovery) to perform duties directly related to the emergency conditions, as determined

by the City. These employees may be required to work during periods after the emergency when other employees may be dismissed, on leave or furloughed.

D. COMPENSATION FOR HOURS WORKED DURING A DECLARED EMERGENCY PERIOD:

1. During a declared Emergency Incident Period, exempt (salary) employees will be compensated according to:
 - a. Employee Status (Non-Essential Personnel and Essential Personnel); and
 - b. The Level of the Emergency Incident Period in which the employee is assigned and the beginning and ending time of the period assigned to a level(s).
2. Active exempt (salary) employees shall receive their regular salary except during the declared Emergency Period when they are assigned to report to work during Level 2 and Level 3 as essential personnel. The exempt- employee's base salary will be computed to arrive at the regular hourly rate; then the City shall pay the exempt-status employee(s) at double their regular hourly rate for all hours worked. Exempt employees whose status is non-essential during Level 2 and Level 3 of the Emergency Incident period will be placed on paid administrative leave (Refer to the corresponding chart at the end of the document for details on the Levels of the Emergency Incident Period). Nothing herein shall be construed to affect the exempt status of such employees.
3. Active Non-exempt (hourly) employees designated as essential personnel during the Emergency Incident period will be paid for all hours worked within the Emergency Incident Level assigned. Non-exempt (hourly) employees designated as non-essential personnel during the Emergency Incident period will be paid for all hours worked during Level 1 at their regular rate of pay and regular rate for any applicable overtime. Non-exempt employees designated as non-essential who are released from work during Level 2 and Level 3 of the Emergency Incident period will be placed on paid administrative leave and receive their regular rate of pay for the time that would fall within their normally scheduled workday (Refer to the corresponding chart at the end of the document for details on the Levels of the Emergency Incident Period).
4. Employees who are on an approved FMLA or any medical leave of absence during the Emergency Incident will continue to be paid or unpaid according to the prior terms of the leave approval. At the Department Director's discretion, essential personnel who had previously been approved for paid time off for vacation that falls within the Emergency Incident period will be subject to the leave request being cancelled with the employee called back to active work. The employee will be allowed to reschedule the vacation time off for an alternate time period. In addition, an employee's failure to return to work after either written or verbal notice is given canceling a previously approved leave will be deemed as an unauthorized absence from work and will be subject to immediate dismissal. Such administrative leave will be limited to a maximum of 40 hours. Should City operations be shut down greater than 40 hours, employees will be placed on excused unpaid leave with the option to use any accumulated paid time off hours to cover the unpaid leave period. See Policy 8.9, Administrative Leave.
5. During the City's Emergency Incident Period, no one is excused from work until the City Manager, or his/her designee, through the department directors, authorizes employees to leave, even if a public announcement of office closures or a suspension of services is issued by other Cities, Counties or businesses. Essential personnel who refuse to work or fail to report during an Emergency Incident will be subject to immediate dismissal.

6. The City recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during hazardous weather situations or a state of local emergency. When evacuation of personal residences is required, essential personnel will be permitted and expected to prepare their personal property and make arrangements for their families as no one other than Garden City essential personnel may be housed at a City facility. Therefore, essential personnel may be granted up to four (4) hours of administrative leave beforehand for this purpose.
7. The City Manager will determine and declare when it is safe for all employees to return to work. Employees are expected to return to work on their next scheduled day or shift following the City Manager's declaration that it is safe to return. If an employee fails to show up for work without prior notification then that specific time lost will be considered an unexcused absence without pay. The employee will be subject to disciplinary action. Employees who are not able to return to work due to emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at a City facility due to impassable roadways, etc.) must contact their department director or designated supervisor as soon as possible. The employee must utilize their appropriate accrued leave time for this time away from work.
8. During an emergency incident, any unauthorized absence from work or assignment may be considered sufficient cause for discharge.
9. All policies concerning compensation shall comply with the City's Personnel Policies, Procedures, and the Fair Labor Standards Act.

E. SUMMARY OF EMERGENCY INCIDENT PERIODS AND ACTIVATION LEVELS

<u>PRE-IMPACT PERIOD</u>	<u>EMERGENCY PERIOD</u>	<u>POST IMPACT/RECOVERY PERIOD</u>
<ul style="list-style-type: none"> This is the time period prior to the impending emergency incident. This period includes emergency response preparation activities and preventive measures by the City departments in preparing for an impending emergency. Starts – Activation of Chatham County and/or a designated City Emergency Operations Center or the City Manager declares an emergency is imminent. Ends – The City closes for business or emergency conditions pass and the City resumes normal operations. 	<ul style="list-style-type: none"> This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property. During this time, City services may be suspended. Starts – The Emergency Period begins at the time designated by the City Manager or his/her designee. During this time, City offices may be closed for business. Ends – City Manager or his/her designee declares all clear and safe for employees to return to work. 	<ul style="list-style-type: none"> This is the time period during which activities are conducted to restore the City's infrastructure and services to pre-emergency conditions. Some City services may be impacted and/or suspended. This period may be for an extended period of time depending on the extent of the emergency incident. Starts – City Manager or his/her designee declares all clear and safe for employees to return to work. Ends – As determined by department directors with City Manager approval. This may vary by department.

Garden City has identified three specific levels of activation within an Emergency Incident Period. Each level of activation reflects the severity, size, and complexity of an incident. The activation level dictates the level of resources and coordination required for incident stabilization and directs changes to financial and administrative procedures.

COMPENSATION DURING A DECLARED EMERGENCY INCIDENT PERIOD					
EMERGENCY INCIDENT PERIOD ACTIVATION LEVEL	DESCRIPTION	ACTION	INCIDENT EXAMPLES (NOT ALL INCLUSIVE)	EMPLOYEE STATUS	
				NON-ESSENTIAL PERSONNEL PAY	ESSENTIAL PERSONNEL PAY
Level 1 Pre-Impact Period or Post Impact Period	All City departments operating a regular schedule with overtime as necessary for non-routine tasks.	Pre-Emergency preparation and preventive maintenance procedures in effect. Post-Emergency clean-up and restoration activities performed.	<ul style="list-style-type: none"> • Severe Weather Warning • Pre-Hurricane or other Natural Disaster • Any foreseen impending threat to life and or property • Emergency Period ended 	Regular Pay Rate	Regular Pay Rate
Level 2 Emergency Period	Partial/Elevated Activation of EOC. An unexpected major event or potential threat that disrupts one or more City operations and may impact life safety. Non-routine emergencies possibly with multiple departments and jurisdictions involved.	The City Manager or his/her designee declares an Emergency and may activate the Emergency Operations Center.	<ul style="list-style-type: none"> • Major fires • Localized severe weather event (i.e. tornado) • Large, High Profile, Political or Sensitive Events • Search and Rescue Operations • Transportation Interruptions • Large School Incidents • Presidential Visit 	Paid Administrative Leave for a Maximum of 40 Hours	1.5 x Regular Hourly Rate for all hours worked
Level 3 Emergency Period	Full Activation of EOC. An unplanned major disaster, imminent threat,	A major incident will immediately trigger activation of the Emergency Operations Center (EOC). An	<ul style="list-style-type: none"> • Severe Weather: Hurricane, Winter Event • Active shooter • Airplane Accident/Crash 	Paid Administrative Leave for a Maximum of 40 Hours	2.0 x Regular Hourly Rate for all hours worked

COMPENSATION DURING A DECLARED EMERGENCY INCIDENT PERIOD					
EMERGENCY INCIDENT PERIOD ACTIVATION LEVEL	DESCRIPTION	ACTION	INCIDENT EXAMPLES (NOT ALL INCLUSIVE)	EMPLOYEE STATUS	
				NON-ESSENTIAL PERSONNEL PAY	ESSENTIAL PERSONNEL PAY
	<p>or planned large scale mission involving the City and/or surrounding community.</p> <p>Only identified departments operating.</p>	<p>expected, imminent threat may trigger the need for staff to reside or be housed at a designated EOC for an extended unknown period of time.</p> <p>The City Manager or his/her designee will activate the Emergency Operations Center in a Level 3 emergency by issuing an Emergency Declaration.</p>	<ul style="list-style-type: none"> • Mass Casualty Incident • Large HAZMAT Incident • Evacuation and Population Management 		